



# *COMMONWEALTH of VIRGINIA*

## *DEPARTMENT OF ENVIRONMENTAL QUALITY*

### PIEDMONT REGIONAL OFFICE

4949-A Cox Road, Glen Allen, Virginia 23060

(804) 527-5020 Fax (804) 527-5106

[www.deq.virginia.gov](http://www.deq.virginia.gov)

Matthew J. Strickler  
Secretary of Natural Resources

David K. Paylor  
Director

James J. Golden  
Regional Director

## **VIRGINIA WASTE MANAGEMENT BOARD ENFORCEMENT ACTION - ORDER BY CONSENT ISSUED TO DOMINION PACKAGING, INC. EPA ID No. VAR000529941**

### **SECTION A: Purpose**

This is a Consent Order issued under the authority of Va. Code § 10.1-1455, between the Virginia Waste Management Board, and Dominion Packaging, Inc., regarding the Dominion Packaging facility in Sandston Virginia, for the purpose of resolving certain violations of the Virginia Waste Management Act and the applicable regulations.

### **SECTION B: Definitions**

Unless the context clearly indicates otherwise, the following words and terms have the meaning assigned to them below:

1. "Board" means the Virginia Waste Management Board, a permanent citizens' board of the Commonwealth of Virginia, as described in Va. Code §§ 10.1-1184 and -1401.
2. "CFR" means the Code of Federal Regulations, as incorporated into the Regulations.
3. "Department" or "DEQ" means the Department of Environmental Quality, an agency of the Commonwealth of Virginia, as described in Va. Code § 10.1-1183.
4. "Director" means the Director of the Department of Environmental Quality, as described in Va. Code § 10.1-1185.
5. "Dominion Packaging" means Dominion Packaging, Inc., a corporation authorized to do business in Virginia. Dominion Packaging is a "person" within the meaning of Va. Code § 10.1-1400.
6. "Facility" means the Dominion Packaging facility located at 5700 Audubon Drive in Sandston, Virginia.



7. "Generator" means person who is a hazardous waste generator, as defined by 40 CFR § 260.10.
8. "Hazardous Waste" means any solid waste meeting the definition and criteria provided in 40 CFR § 261.3.
9. "LQG" means large quantity generator, and prior to April 8, 2018, means a hazardous waste generator that generates 1000 kilograms (2200 pounds) or greater of hazardous waste in a calendar month and meets other restrictions. *See* 40 CFR § 262.34(a)-(b) and (g)-(l). As of April 8, 2018, it means a hazardous waste generator that generates any of the following amounts in a calendar month: 1000 kilograms (2200 pounds) or greater of non-acute hazardous waste, or greater than 1 kilogram (2.2 pounds) of acute hazardous waste, or greater than 100 kilograms (220 pounds) of any residue or contaminated soil, water, or other debris resulting from the cleanup of a spill, into or on any land or water, of any acute hazardous waste listed in §261.31 or §261.33(e). *See* 40 CFR § 260.10.
10. "Notice of Violation" or "NOV" means a type of Notice of Alleged Violation under Va. Code § 10.1-1455.
11. "Order" means this document, also known as a "Consent Order" or "Order by Consent."
12. "PRO" means the Piedmont Regional Office of DEQ, located in Glen Allen, Virginia.
13. "Regulations" or "VHWMR" means the Virginia Hazardous Waste Management Regulations, 9 VAC 20-60-12 *et seq.* Sections 20-60-14, -124, -260 through -266, -268, -270, -273, and -279 of the VHWMR incorporate by reference corresponding parts and sections of the federal Code of Federal Regulations (CFR), with the effected date as stated in 9 VAC 20-60-18, and with independent requirements, changes, and exceptions as noted. In this Order, when reference is made to a part or section of the CFR, unless otherwise specified, it means that part or section of the CFR as incorporated by the corresponding section of the VHWMR. Citations to independent Virginia requirements are made directly to the VHWMR.
14. "Solid Waste" means any discarded material meeting the definition provided in 40 CFR § 261.2.
15. "SQG" means a small quantity generator, and prior to April 8, 2018, means a hazardous waste generator that generates greater than 100 kilograms but less than 1000 kilograms of hazardous waste in a calendar month and meets other restrictions. *See* 40 CFR § 262.34(d)-(f). As of April 8, 2018, it means a hazardous waste generator that generates any of the following amounts in a calendar month: greater than 100 kilograms (220 pounds) but less than 1,000 kilograms (2200 pounds) of non-acute hazardous waste, and less than or equal to 1 kilogram (2.2 pounds) of acute hazardous waste, and less than or equal to 100 kilograms (220 pounds) of any residue or contaminated soil, water, or other debris resulting from the cleanup of a spill, into or on any land or water, of any acute hazardous waste listed in §261.31 or §261.33(e). *See* 40 CFR § 260.10.
16. "Va. Code" means the Code of Virginia (1950), as amended.
17. "VAC" means the Virginia Administrative Code.



18. "Virginia Waste Management Act" means Chapter 14 (§ 10.1-1400 *et seq.*) of Title 10.1 of the Va. Code. Article 4 (Va. Code §§ 10.1-1426 through 10.1-1429) of the Virginia Waste Management Act addresses Hazardous Waste Management.

### **SECTION C: Findings of Fact and Conclusions of Law**

1. Dominion Packaging owns and operates the Facility in Sandston, Virginia. Dominion Packaging is a rotogravure printing and packaging company specializing in the folding carton and flexible packaging industry. Operations at the Facility are subject to the Virginia Waste Management Act and Regulations.
2. Dominion Packaging submitted a RCRA Subtitle C Site Identification Form (received January 29, 2015) that gave notice of regulated waste activity at the Facility as an LQG of hazardous waste. Dominion Packaging was issued EPA ID No. VAR000529941 for the Facility. According to the RCRA Information database, Dominion Packaging is notified as a LQG of hazardous waste.
3. At the Facility, Dominion Packaging generates various hazardous and non-hazardous wastes. The following lists the solid wastes, which are also hazardous wastes, that are generated and accumulated at the Facility, followed by the corresponding waste code:

#### **Hazardous Wastes**

Non-Metallic Ink / Solvent (isopropyl acetate, toluene) – D001, F003, F005 (as designated on manifests)

Metallic Ink / Solvent (isopropyl acetate, toluene) – D001, F003, F005 (as designated on manifests)

Mineral Spirits/Heptane– D001 (as designated on manifests/profiles however, isopropyl acetate is utilized as cleaning solvent for this waste stream, D001)

Propanol/propyl acetate – D001; episodically generated from alcohol based inks

Sodium Hydroxide – D002; episodically generated from tank wash

Spent Aerosols – D001, D003

#### **Non-Hazardous / Non-RCRA Wastes**

Waste adhesives, non-solvent based and aqueous inks, facility trash, re-usable rags (laundered; non-listed solvents)

#### **Universal Wastes**

Spent Lamps

4. On October 21, 2019, DEQ was informed by First Piedmont Waste Solutions that they had received ignitable hazardous waste that had not been properly treated due to an improper hazardous waste characterization of one 55-gallon drum of ignitable waste that originated from the Dominion Packaging Facility. The reported improper characterization of the drummed waste material was determined at ECOFLO, Inc. (ECOFLO); Dominion Packaging's designated hazardous waste disposal facility.
5. On October 29, 2019, DEQ conducted an announced hazardous waste follow-up inspection (FUI) at the Dominion Packaging Facility. The focused inspection was conducted to evaluate facility



compliance with applicable Virginia Hazardous Waste Management Regulations (VHWMR) based on the information received from First Piedmont Waste Solutions. The following observations were made during the FUI:

- a. Dominion Packaging had not made an accurate waste determination at the point of generation for one 55-gallon drum of spent solvent (isopropyl acetate) still bottoms generated at the Dominion Packaging Facility. ECOFLO, the designated hazardous waste treatment, storage, and disposal facility (TSDF), observed one 55-gallon drum labeled as non-hazardous waste that appeared to have a solvent like odor upon receipt at the TSDF located in Greensboro, NC on October 11, 2019 (Hazardous Waste Manifest #000921118WAS dated 10/11/2019). ECOFLO subsequently obtained analytical data from the waste contents that determined the waste drum contents were hazardous with a flashpoint of less than 120 degrees Fahrenheit. A waste analytical discrepancy form was completed by ECOFLO on October 16, 2019 and submitted to Dominion Packaging.
  - b. Based on information gathered from Dominion Packaging, First Piedmont Waste Solutions, and ECOFLO Dominion Packaging had not determined that the one 55-gallon drum of isopropyl acetate still bottom sludge had to be treated prior to land disposal. Based on the information provided, Facility staff had labeled one 55-gallon drum of isopropyl acetate sludge still bottoms as non-hazardous at the Dominion Packaging Facility. Due to the stated mislabeling of the hazardous waste container at the Facility, the waste was not treated to the appropriate land disposal restriction (LDR) treatment standard at the designated TSDF (ECOFLO). The 55-gallon drum of ignitable waste was solidified at ECOFLO and disposed at First Piedmont Landfill in Ringgold, Virginia on October 15, 2019.
6. On December 9, 2019, the Department issued Notice of Violation No. 2019-12-PRO-602 to Dominion Packaging, citing them for the violations observed during the October 29, 2019 inspection.
  7. On December 17, 2019, the Department met with representatives of Dominion Packaging to discuss the inspection observations and the NOV. Dominion Packaging presented a modified waste management policy designed to prevent future errors that could lead to non-compliance. In addition, they re-profiled their hazardous waste streams and provided staff with refresher training in hazardous waste handling.
  8. Based on the results of the October 29, 2019 inspection, and the December 17, 2019 meeting, the Board concludes that Dominion Packaging has violated 40 CFR § 262.11(a) and 40 CFR § 268.7(a)(1), as described above.
  9. Dominion Packaging has implemented corrective action and submitted documentation that verifies that the violations described above have been corrected.



#### **SECTION D: Agreement and Order**

Accordingly, by virtue of the authority granted it in Va. Code § 10.1-1455, the Board orders Dominion Packaging, and Dominion Packaging agrees to pay a civil charge of \$4,375 within 30 days of the effective date of the Order in settlement of the violations cited in this Order.

Payment shall be made by check, certified check, money order or cashier's check payable to the "Treasurer of Virginia," and delivered to:

Receipts Control  
Department of Environmental Quality  
Post Office Box 1104  
Richmond, Virginia 23218

Dominion Packaging shall include its Federal Employer Identification Number (FEIN) with the civil charge payment and shall indicate that the payment is being made in accordance with the requirements of this Order for deposit into the Virginia Environmental Emergency Response Fund (VEERF). If the Department has to refer collection of moneys due under this Order to the Department of Law, Dominion Packaging shall be liable for attorneys' fees of 30% of the amount outstanding.

#### **SECTION E: Administrative Provisions**

1. The Board may modify, rewrite, or amend this Order with the consent of Dominion Packaging for good cause shown by Dominion Packaging, or on its own motion pursuant to the Administrative Process Act, Va. Code § 2.2-4000 *et seq.*, after notice and opportunity to be heard.
2. This Order addresses and resolves only those violations specifically identified in Section C of this Order. This Order shall not preclude the Board or the Director from taking any action authorized by law, including but not limited to: (1) taking any action authorized by law regarding any additional, subsequent, or subsequently discovered violations; (2) seeking subsequent remediation of the facility; or (3) taking subsequent action to enforce the Order.
3. For purposes of this Order and subsequent actions with respect to this Order only, Dominion Packaging admits the jurisdictional allegations, and agrees not to contest, but does not admit, the findings of fact and conclusions of law in this Order.
4. Dominion Packaging consents to venue in the Circuit Court of Chesterfield County for any civil action taken to enforce the terms of this Order.
5. Dominion Packaging declares it has received fair and due process under the Administrative Process Act and the Virginia Waste Management Act and it waives the right to any hearing or other administrative proceeding authorized or required by law or regulation, and to any judicial review of any issue of fact or law contained herein, except that Dominion Packaging reserves its



right to a hearing or other administrative proceeding authorized or required by law or to judicial review of any issue of fact or law contained in any subsequent amendments of this Order issued by the Board without the consent of Dominion Packaging. Nothing herein shall be construed as a waiver of the right to any administrative proceeding for, or to judicial review of, any action taken by the Board to modify, rewrite, amend, or enforce this Order.

6. Failure by Dominion Packaging to comply with any of the terms of this Order shall constitute a violation of an order of the Board. Nothing herein shall waive the initiation of appropriate enforcement actions or the issuance of additional orders as appropriate by the Board or the Director as a result of such violations. Nothing herein shall affect appropriate enforcement actions by any other federal, state, or local regulatory authority. Dominion Packaging does not waive any rights or objections it may have in any enforcement action by other federal, state, or local authorities arising out of the same or similar facts to those recited in this Order.
7. If any provision of this Order is found to be unenforceable for any reason, the remainder of the Order shall remain in full force and effect.
8. Dominion Packaging shall be responsible for failure to comply with any of the terms and conditions of this Order unless compliance is made impossible by earthquake, flood, other acts of God, war, strike, or such other occurrence. Dominion Packaging shall show that such circumstances were beyond its control and not due to a lack of good faith or diligence on its part. Dominion Packaging shall notify the DEQ Regional Director verbally within 24 hours and in writing within three business days when circumstances are anticipated to occur, are occurring, or have occurred that may delay compliance or cause noncompliance with any requirement of the Order. Such notice shall set forth:
  - a. the reasons for the delay or noncompliance;
  - b. the projected duration of any such delay or noncompliance;
  - c. the measures taken and to be taken to prevent or minimize such delay or noncompliance; and
  - d. the timetable by which such measures will be implemented and the date full compliance will be achieved.

Failure to so notify the Regional Director verbally within 24 hours and in writing within three business days, of learning of any condition above, which the Dominion Packaging intends to assert will result in the impossibility of compliance, shall constitute a waiver of any claim to inability to comply with a requirement of this Order.

9. This Order is binding on the parties hereto, their successors in interest, designees and assigns, jointly and severally.
10. This Order shall become effective upon execution by both the Director or his designee and Dominion Packaging.
11. This Order shall continue in effect until:

- a. The Director or his designee terminates the Order after Dominion Packaging has completed all of the requirements of the Order;
- b. Dominion Packaging petitions the Director or his designee to terminate the Order after it has completed all of the requirements of the Order and the Director or his designee approves the termination of the Order; or
- c. The Director or Board terminates the Order in his or its sole discretion upon 30 days' written notice to Dominion Packaging.

Termination of this Order, or any obligation imposed in this Order, shall not operate to relieve Dominion Packaging from its obligation to comply with any statute, regulation, permit condition, other order, certificate, certification, standard, or requirement otherwise applicable.

12. The undersigned representative of Dominion Packaging certifies that he or she is a responsible official authorized to enter into the terms and conditions of this Order and to execute and legally bind Dominion Packaging to this document. Any documents to be submitted pursuant to this Order shall also be submitted by a responsible official of Dominion Packaging.
13. This Order constitutes the entire agreement and understanding of the parties concerning settlement of the violations identified in Section C of this Order, and there are no representations, warranties, covenants, terms or conditions agreed upon between the parties other than those expressed in this Order.
14. By its signature below, Dominion Packaging voluntarily agrees to the issuance of this Order.

And it is so ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
James J. Golden  
Department of Environmental Quality  
Piedmont Regional Director

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Dominion Packaging, Inc. voluntarily agrees to the issuance of this Order.

Date: 5/14/2021 By: Donald Plass Treasurer  
(Person) (Title)  
Dominion Packaging, Inc.

Commonwealth of Virginia  
City/County of Henrico

The foregoing document was signed and acknowledged before me this 14th day of May 2021  
2021, by Donald Plass who is Treasurer of

Dominion Packaging, Inc. on behalf of the corporation.

Connie Washington  
Notary Public

7051983

Registration No.

My commission expires: 9/30/2024

Notary seal:

